

**PURCHASE AND SALES AGREEMENT BETWEEN SWEPTAWAY SWEEPING INC (SJS) AND NORTHERN
LIGHTS LANDSCAPE CONTRACTOR, LLC (NLL)**

SJS agrees to sell to NLL all and existing contracts, trade name, signage, phone number (603-493-5589), customer list and a 1993 Elgin Eagle Sweeper.

NLL agrees to pay to SJS a sum equal to 50% of collected sales from April 2, 2012 until April 1, 2013 for sweeping sales only, the first \$100,000 of sales and 25% for sales thereafter with a cap on sales in excess of up to \$ 50,000. These sales are based existing sweeping customer contracts provided by SJS.

NLL agrees to pay SJS \$20,000 at closing. The balance of \$30,000 will be paid in three equal installments of the 50% of collected sales for the above period on the 1st of June 2013, 2014, and 2015 plus 5% interest on the outstanding balance. The balance to be paid and owed will be tracked in NLL Quickbooks system and will be signed off by both parties. If the sales are less than the estimated \$100,000, the \$30,000 balance due will be adjusted accordingly to the 50% of collected sales. These sales are based on existing sweeping customer contracts provided by SJS . These sales will be based on said employee/ sales representative Mike Powers.

In addition NLL will pay SJS a sum equal to 25% of collected sales in excess of \$100,000 to a cap of \$50,000. Three equal installments to be paid on the 1st of November 2013, 2014 and 2015. These sales are based on existing sweeping contracts provided by SJS. These sales will be based on said employee / sales representative Mike Powers.

Paper work for trade name to be transferred at closing.

The purchase price for the 1993 Elgin Eagle Sweeper of \$22,000 is to be paid in full at closing. Employment Agreement:

Michael Powers (employee) will be hired at a weekly rate of \$769.23. before health insurance benefits and tax deductions. Employee is responsible to work as many hours as needed to complete job description assigned by employer. For employee's vacation for the first years paid vacation benefit accrues at 6 weeks to total 240 hours with a per week rate of 4.615. The second years and years after paid vacation benefit accrues at 8 weeks to total 320 hours with a per week rate of 6.154. Vacation dates need to be put in writing 60 days before vacation starts. Employee to be paid normal rate of 769.23 while on vacation and vacation benefit will accrue during this time. The vacation accrues from date of hire April 9, 2012.

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Employee will be paid a 2% sales commission based on receipts on new landscape maintenance, snow plowing and/or sweeping business customers. Employee will receive a commission once Employer is paid from each new contract. Commissions to be paid twice a year, commissions on sales from

January 1st to June 30th will be paid on August 1st and commissions on sales from July 1st to December 31st will be paid on February 1st. The commission amount is based upon all paid invoice amounts received from each new customer for each six month period. These sales based on said employee Mike Powers,

Mike Powers-employee will be eligible for a company health insurance plan, benefits for a single person after 90 days of employment. Employer to pay 50% and employee to pay 50%. Employee portion will be deducted weekly from payroll.

Non-Compete:

Mike Powers- employee agrees to a non-compete clause for a period of 5 years, within a radius of 150 miles from Employers specific location of 395 Elm Street, Milford, NH. A no solicitation rule will be in place with any current Northern Lights customers.

If Northern Lights, LLC were to terminate the employees services before the end of the 3 year term of this contract, with cause, or if employee either leaves on his own or is absent and unable to perform his job as needed either due to personal or medical reasons, then all owed sales commissions will be forfeited by the employee during the commission period stated on page 1 of this agreement.

If Northern Lights terminates employees employment without cause before the end of the 3 year contract term, Northern Lights will pay employee upon termination all monies owed including; sale of assets, sales commissions. The non- compete clause will remain in effect until November 1, 2015.

Job Description:

Employee will be responsible for maintaining all sweeping contracts, lawn maintenance contracts and snow contracts. All employees assigned to or working above contracts will be under the supervision of said Employee. Employee will also be responsible for acquiring new contracts for sweeping, maintenance and plowing.

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Guaranty:

Erich Mueller-Owner, shall guaranty the performance of NLL under this contract.

Michael Powers, President 4/28/12
SJS/Swept Away Sweeping Inc.

Michael Powers, President

Michael Powers 4/28/12

Michael Powers

Erich Mueller 4/28/12
Northern Lights Landscape Contractor, LLC

Erich Mueller, President

Erich Mueller 4/28/12

Erich Mueller

SJS/Sweptaway Sweeping, Inc.
23 Radcliffe Drive
Milford, NH 03055

April 5, 2012

SJS/Sweptaway Sweeping, Inc. sells a 1993 Elgin Eagle sweeper VIN#FDXH70C5PVA31621 to Northern Lights Landscapes, llc for \$22,000.00 .



Sweptaway Sweeping, Inc.
Michael W. Powers
Seller



Northern Lights Landscapes, llc
Erich Mueller
Buyer

PAID in full
✓ #489038
4/13/12
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